# EXHIBIT "E" ILLUSTRATIVE LOCAL EXCHANGE PRICE LIST

The Company will comply with Commission Regulation 103-623 Adjustments of Bills.

## LOCAL EXCHANGE SERVICE

AIRESPRING, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL EXCHANGE SERVICE WITHIN THE STATE OF SOUTH CAROLINA

## **CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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## EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

The following symbols shall be used in this tariff for the purpose indicated below:

C - To signify changed regulation	ion.	regulat	hanged	iify	To sign	-	С
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- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- To signify a change in text but no change in rate or regulation.

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## **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Airespring, Inc. to customers within the local exchange service area, defined herein.

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## **SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account

code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the

Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange

telephone service.

Business Service: A switched network service that provides for dial Station Communications

that is described as a business or commercial rate.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when

the called line is busy.

Call Forward No

Answer: Automatically routes incoming calls to a designated answering point when

the called line does not answer within a pre-specified number of rings.

Call Forward

Variable: Automatically routes incoming calls to a designated answering point,

regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that

neither party goes On Hook.

Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone

numbers.

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#### **SECTION 1 - DEFINITIONS (Continued)**

Call Pickup: Allows a User to answer incoming calls to another Station line within a

defined call Pickup group. Call Pickup is provided as either Group Call Pickup, where the predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the

extension number.

Call Waiting: Provides the User with a burst of tone to indicate that another call is

waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting

Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by

dialing a specific two-digit code.

Call Number

Delivery: Identifies the 10-digit number of the calling party.

Call Number

Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service: Used to prevent a Station from dialing certain codes and numbers.

Company: Airespring, Inc., which is the issuer of this tariff.

Commission: South Carolina Public Service Commission

Conference/Six-Way: The User can sequentially call up to five other people and add them

together to make up a six-way call.

Conference/

Three-Way: The User can sequentially call up to two other people and add them

together to make up a three-way call.

Customer: The person, firm, corporation or other entity that orders service and is

responsible for the payment of charges and for compliance with the

Company's tariff regulations.

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## **SECTION 1 - DEFINITIONS (Continued)**

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward

Dialing (DID): A service attribute that routes incoming calls directly to Stations,

bypassing a central answering point.

**Dual Tone** 

Multi-Frequency

("DTMF"):

The pulse type employed by tone dial Station sets.

**Individual Case** 

Basis ("ICB"): A service arrangement in which the regulations, rates and charges are

developed based on the specific circumstances of the Customer's situation.

All ICB's will be made available to the PSC or ORS upon request.

Joint User: A person, firm or corporation designated by the Customer as a user of

local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint

use arrangement.

LATA: A local access and transport area established pursuant to the Modification

of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and

administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station

and any other Station within the local service area of the calling Station.

Local Exchange

Carrier:

A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is

waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk

Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk

group the Trunk that has been idle for the longest period of time.

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## **SECTION 1 - DEFINITIONS (Continued)**

Multiple Appearance

Directory Numbers: A directory number that is assigned more than once to one or more

Proprietary Business Sets.

Multi-Frequency

("MF"):

An inter-machine pulse-type used for signaling between telephone

switches, or between telephone switches and PBX/key systems.

Non-Recurring

Charges:

The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which

the Customer becomes liable at the time the Service Order is executed.

Off-Hook:

The term "off-hook" denotes the active condition of a telephone exchange

service line.

On-Hook:

The term "on-hook" denotes the idle condition of a telephone exchange

service line.

ORS

The South Carolina Office of Regulatory Staff.

Presubscription-2

(PIC-2):

An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access

code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier

(PIC-2).

Public Service Commission

("PSC"):

The South Carolina Public Service Commission.

Recurring Charges:

The monthly charges to the Customer for services, facilities and

equipment, which continue for the agreed upon duration of the service.

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## **SECTION 1 - DEFINITIONS (Continued)**

Residence Service:

Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Service

Commencement Date: The first day following the date on which the Company notifies the

Customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute

Service Commencement Date.

Service Order: The written request for services executed by the Customer and the

Company in the format specified by the Company. The signing of an Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service

Commencement Date.

Services: The Company's telecommunications services offered on the Company's

network.

Shared Facilities: A facility or equipment system subsystem that can be used simultaneously

by several Customers.

Speed Call: Provides a User with the option to call selected directory numbers by

dialing a one-two-digit code.

Station: Telephone equipment from or to which calls are placed.

TBD: To Be Determined.

Toll Denial This service blocks access to the Long Distance Message

Telecommunications Network, either by direct or operator assistance.

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## **SECTION 1 - DEFINITIONS (Continued)**

Trunk: A communications path connecting two switching systems in a network,

used in the establishment of an end-to-end connection.

User: A customer or any other person authorized by the Customer to use service

provided under this tariff.

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#### **SECTION 2 - REGULATIONS**

## 2.1 Undertaking of the Company

### 2.1.1 Scope:

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of South Carolina under the terms of this tariff.

The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services or to communicate with its own customers.

## 2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, via telephone or in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

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- 2.1 Undertaking of the Company (Continued)
  - 2.1.3 Terms and Conditions (Continued)
    - 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
    - 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.
    - 2.1.3.5 The Customer has no property right to the Telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
    - 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7 below.
    - 2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only expected. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

ISSUE DATE:

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## **SECTION 2 - REGULATIONS (Continued)**

- 2.1 Undertaking of the Company (Continued)
  - 2.1.4 Liability of the Company

2.1.4.1

- The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, lost profits, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption of restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

**ISSUE DATE:** 

- 2.1 Undertaking of the Company (Continued)
  - 2.1.4 Liability of the Company (Continued)
    - 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
    - 2.1.4.4 The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.
    - 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
    - 2.1.4.6 Reserved for Future Use.
    - 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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- 2.1 Undertaking of the Company (Continued)
  - 2.1.4 Liability of the Company (Continued)
    - 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss of damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
    - 2.1.4.9 Reserved for Future Use.
    - 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
    - 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

ISSUE DATE:

2.1 Undertaking of the Company (Continued)

2.1.4.12

- 2.1.4 Liability of the Company (Continued)
  - The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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## **SECTION 2 - REGULATIONS (Continued)**

2.1 Undertaking of the Company (Continued)

2.1.4.13

- 2.1.4 Liability of the Company (Continued)
  - The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, or materials and supplies, for interconnection of the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-with, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following. and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may. upon written notice, terminate the Customer's service without liability.

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- 2.1 Undertaking of the Company (Continued)
  - 2.1.4 Liability of the Company (Continued)
    - 2.1.4.14 With respect to Emergency Number 911 Service:
      - (a) This service is offered solely as an aid in handing assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
      - (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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- 2.1 Undertaking of the Company (Continued)
  - 2.1.4 Liability of the Company (Continued)
    - 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
    - In conjunction with a non-published telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
    - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
    - In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
    - 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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#### **SECTION 2 - REGULATIONS (Continued)**

- 2.1 Undertaking of the Company (Continued)
  - 2.1.4 Liability of the Company (Continued)
    - 2.1.4.20 NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 - General

Subarticle 2 - Records and Reports including Complaints,
Accidents, Interruption of Service, and Service Reports

Subarticle 3 - Customer Relations including Standards for

Customer Deposits, Billing, Denial or Discontinuance of

Service, Directories and Termination of Service

Subarticle 4 - Engineering

Subarticle 5 -Inspection and Tests

Subarticle 6 - Standards and Quality of Service

Subarticle 7 - Safety

Subarticle 8 - Telecommunication Relay Service Advisory
Committee

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern. Full Terms of Service are available on the Company's website.

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- 2.1 Undertaking of the Company (Continued)
  - 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

- 2.1.6 Provisions of Equipment and Facilities
  - 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to a Customer.
  - 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
  - 2.1.6.3 Equipment the Company provided or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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- Undertaking of the Company (Continued) 2.1
  - 2.1.6 Provisions of Equipment and Facilities (Continued)
    - The Company shall not be responsible for the installation, 2.1.6.4 Customer maintenance of any operation, or communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
      - the transmission of signals by Customer provided equipment or for (a) the quality of, or defects in, such transmission; or
      - the reception of signals by Customer provided equipment; or (b)
      - network control signaling where such signaling is performed by (c) Customer-provided network control signaling equipment.
    - 2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

- **Prohibited Uses** 2.2
  - The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
  - The Company may require a Customer to immediately shut down its transmission 2.2.2 of signals if said transmission is causing interference to others.

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### **SECTION 2 - REGULATIONS (Continued)**

## 2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
  - (a) the payment of all applicable charges pursuant to this tariff;
  - (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
  - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.
  - (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be born entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting any order for service:

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### **SECTION 2 - REGULATIONS (Continued)**

- 2.3 Obligations of the Customer (Continued)
  - 2.3.1 The Customer shall be responsible for: (Continued)
    - (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
    - (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
    - (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
    - (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which services are interrupted for such purposes.

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## **SECTION 2 - REGULATIONS (Continued)**

## 2.3 Obligations of the Customer (Continued)

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this tariff.

## 2.4 Customer Equipment and Channels

#### 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

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- 2.4 Customer Equipment and Channels (Continued)
  - 2.4.2 Station Equipment

2.4.2.1

- The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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## **SECTION 2 - REGULATIONS (Continued)**

- 2.4 Customer Equipment and Channels (Continued)
  - 2.4.3 Interconnection of Facilities
    - Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
    - 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
    - 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.
  - 2.4.4 Inspections
    - 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in section 2.4.2.2 for the installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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- 2.4 Customer Equipment and Channels (Continued)
  - 2.4.4 Inspections (Continued)
    - If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon a request from the customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements

The following provisions shall apply to all service:

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitation. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period.

2.5.1.1 Taxes

All state and local taxes authorized by regulatory bodies recognized as allowable billing pass throughs to the customer (i.e., sales tax, municipal utilities tax) will be listed as separate line items and not included in the quoted rates.

2.5.1.1.1 Other Charges
Reserved for Future Use

**ISSUE DATE:** 

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## SECTION 2 - REGULATIONS (Continued)

## 2.5 Payment Arrangements (Continued)

## 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring, and Non-Recurring Charges are due and payable upon receipt.
- 2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in such service is provided.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rated basis. For this purpose every month is considered to have 30 days.
- 2.5.2.4 The Company may assess a return check charge for each check returned for insufficient funds not to exceed that allowed by applicable state law as contained in S.C. Code Ann. 34-11-70.

#### 2.5.3 Disputed Bills

All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds or adjustments shall be granted if demand therefore is not received within such limitation period.

The Company will comply with Commission Regulation 103-623 Adjustments of Bills.

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## **SECTION 2 - REGULATIONS (Continued)**

## 2.5.3 Disputed Bills (Continued)

2.5.3.1 The date of the dispute shall be the date the Company receives communication from either, the Customer, ORS or both.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute. In the event that the Customer, upon notification from the Company, is not satisfied with findings of such dispute, the Company has an obligation to inform the Customer of recourse through the ORS and the date of resolution will remain undefined.

2.5.3.2 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

South Carolina Office of Regulatory Staff Consumer Services Division 1401 Main Street, Suite 900 Columbia, SC 29201 Local – (803) 737-5230 Toll Free Number – (800) 922-1531 Fax Number – (803) 737-4750

- 2.5.4 Advance Payments Reserved for future use.
- 2.5.5 Deposits
  - 2.5.5.1 Applicants for service or any existing Customer whose financial condition warrants a security deposit, using solely the criteria found in Commission Regulation 103-621, may be required at any time.
    - (a) two month's charges for service or facility which has a minimum payment period of one month; or
    - (b) in accordance with Commission Regulation 103-621.2.

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#### **SECTION 2 - REGULATIONS (Continued)**

- 2.5 Payment Arrangements (Continued)
  - 2.5.5 Deposits (Continued)
    - 2.5.5.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the Customer's account.
    - 2.5.5.3 Deposits held for residential and business customers will accrue interest in accordance with 26 S.C. Code Ann. Regs. 103-621.3 (Supp. 1999).
    - 2.5.5.4 Deposits from New or Existing Residential Customers Receiving Public Assistance.
    - 2.5.5.5 The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

#### 2.5.6 Discontinuance of Service

The Company will follow all rules and regulations as set forth in Commission Regulation 103-625 and 103-626.

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.

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#### **SECTION 2 - REGULATIONS (Continued)**

- 2.5 Payment Arrangements (Continued)
  - 2.5.6 Discontinuance of Service (Continued)
    - 2.5.6.2 Upon violation and/or non-compliance with the Commission's Orders or regulations governing service supplied by the Company, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability, if such violation continues during the 30 day period.
    - 2.5.6.3 For the Customer tampering with equipment furnished and owned by the Company; or for failure of the Customer to permit the Company access to its equipment; or for failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are terminated, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
    - 2.5.6.4 For failure of the Customer to fulfill its contractual obligations for service and/or facilities.
    - 2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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- 2.5 Payment Arrangements Continued)
  - 2.5.6 Discontinuance of Service (Continued)
    - 2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.
    - 2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-h) if;
      - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
      - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
      - (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to use; or
      - (d) In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others; or

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#### **SECTION 2 - REGULATIONS (Continued)**

#### 2.5 Payment Arrangements (Continued)

## 2.5.6 Discontinuance of Service (Continued)

2.5.6.6 (Continued)

2.5.6.6.1

- (e) In the event of a condition determined by the Company to be hazardous or dangerous; or
- (f) In the event of unauthorized use of service; or
- (g) The Customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - (g.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff; or
  - (g.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (g.3) Any other fraudulent means or devices; or
- (h) Where there is probably cause to believe that there is illegal or willful misuse of service.
- 2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;
- 2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

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# **SECTION 2 - REGULATIONS (Continued)**

# 2.5 Payment Arrangements (Continued)

## 2.5.6 Discontinuance of Service (Continued)

2.5.6.6	(Continued)
2.5.6.6	Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the ten (10) day period; or
2.5.6.6	Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service; or
2.5.6.6	In cases involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given, unless satisfactory arrangements for payment are made.
2.5.6.6	For failure of the Customer to provide the Company with a deposit as authorized by the Commission, service may be denied upon five (5) days written notice, excluding Sundays and holidays.
2.5.6.7	The suspension of discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
2.5.6.8	Upon the Company's discontinuance of service to the Customer under section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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# **SECTION 2 - REGULATIONS (Continued)**

# 2.5 Payment Arrangements (Continued)

# 2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the Correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be prescribed by the Commission in accordance with 26 S.C. Code Ann. Regs. 103-623.1 (Supp. 1999).

# 2.6 Allowances for Interruptions in Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro-rata basis against the rates specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up at the next whole 24 hours.

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#### **SECTION 2 - REGULATIONS (Continued)**

- 2.6 Allowances for Interruptions in Service (Continued)
  - 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.
- 2.6.3 User of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative services used.

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## **SECTION 2 - REGULATIONS (Continued)**

#### 2.7 Cancellation of Service

2.7.1 Cancellation of Applications for Service

The following provisions shall apply to all service offerings:

- 2.7.1.1 Unless the Company breeches its obligations, applications for service are non-cancelable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

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# SECTION 2 - REGULATIONS (Continued)

- 2.7 Cancellation of Service (Continued)
  - 2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.
- 2.8 Insufficient Reasons for Denying Service The following shall not constitute cause for refusal of service to a present or prospective customer:
  - 2.8.1 Non-payment for services by a previous occupant of the premises to be served, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service.
  - 2.8.2 Failure to pay for merchandise purchased from the Company.
  - 2.8.3 Failure to pay for any non-regulated equipment or services provided by the Company.
- 2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all assets of the Company; (c) pursuant to any financing, merger or reorganization of the Company.

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## **SECTION 2 - REGULATIONS (Continued)**

#### 2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the U.S. Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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# **SECTION 3 - SERVICE DESCRIPTIONS**

## 3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the Local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service
- all N11 services in effect for each territory" and "-900 or 976 Service

## 3.1.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) AT&T South Carolina
- 2) Frontier Communications

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# **SECTION 3 - SERVICE DESCRIPTIONS**

- 3.1 Local Exchange Service (Continued)
  - 3.1.1 Exchange Service Areas (Continued)

# 3.1.1.1 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

Rate	Exchange Access Lines and PBX Trunks In Local Calling
Group	Area - Upper Limit
1	up to 7,000
2	7,001 up to 15,000
3	15,001 up to 28,500
4	28,501 up to 50,000
	50,001 up to 78,000
6	78,001 up to 125,000
$-\frac{3}{7}$	125,001 +

- 3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
  - 3.1.2.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing
Hunt Groups

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## **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

- 3.1 Local Exchange Service (Continued)
  - 3.1.2 (Continued)
    - 3.1.2.2 Optional Features: A local Business Customer may order the following optional features. At the rates specified in Section 7. Residential rates are set forth in Section 6 following.

Call Forwarding Call Pick-up Call Transfer Call Waiting

Code Restrictions Three-Way calling (conference calling) Six-Way calling (conference calling)

Caller ID

Project Account Codes, non-verified Project Account Codes, verified

Voicemail

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Section 7. Customers will be notified of all applicable rates, terms and conditions for local exchange services.

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## **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

### A. Non-Recurring Charges

	AT&T Areas		Frontier Areas		AT&T Areas Maximum Rates		Frontier Areas Maximum Rates	
	Residential	Business	Residential	Business	Residential	Business	Residential	Business
Line Connection Char	ge							
First line	40.00	64.00	44.00	54.00	80.00	128.00	88.00	108.00
Each add'l line	18.00	26.00	44.00	54.00	36.00	52.00	88.00	108.00
Service Order Charge	18.00	26.00	24.00	28.00	36.00	52.00	56.00	56.00
Line/Trunk Change Cl	narge		I	<del> </del>	. <del> </del>		<u> </u>	
First Line	22.50	25.00	24.00	28.00	45.00	50.00	48.00	56.00
Each add'l line	12.00	9.00	24.00	28.00	24.00	18.00	48.00	56.00
Record Order Charge	5.25	10.00	5.25	10.00	10.50	20.00	10.50	20.00
PIC-2 Change (per line)	5.00	5.00	5.00	5.00	10.00	10.00	10.00	10.00
Line Restoral Charge			<u> </u>	L	1			
First Line	40.00	64.00	44.00	54.00	80.00	128.00	88.00	108.00
Each add'l line	18.00	26.00	44.00	54.00	36.00	52.00	88.00	108.00
Restoration Charge <sup>1</sup>	85.00	85.00	25.00	25.00	170.00	170.00	50.00	50.00
Premises Work Charge	e			l	1			
First 15 minutes	22.00	23.00	15.0	15.00	44.00	46.00	30.00	30.00
Each add'l 15 mins	11.00	11.00	10.00	10.00	22.00	22.00	20.00	20.00

3.1.3 Usage Rates: All Local Exchange Service Customers must order service on a per minute usage basis. Following are three (3) calling options. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

#### Option 1

Option 1 rates are postalized rates (single rate) regardless of the mileage associated with an intraLATA call. There is a peak and off-peak rate (see following for definition of peak & off-peak). Option 1 Toll Rates mirror the Customer's Local Service usage rates. Therefore, the customer is billed one rate for both local and interLATA calls.

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Applies for line restoral after Customer-initiated suspension

## **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

## 3.1 Local Exchange Service (Continued)

#### 3.1.3 Usage Rates: (Continued)

#### Option 2

Option 2 establishes postalized peak and non-peak rate for all non-local calls.

#### Option 3

Option 3 establishes a peak/non-peak rate based upon the Customer's dialing pattern. For example, all calls made within a LATA dialing seven (7) digits will have a distinct rate from those calls made within a LATA dialing eleven (11) digits.

## 3.1.4 Per Minute Usage Rate: Rates are set forth in Section 7.

#### 3.1.4.1 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six-second increments and all calls that are fractions of a minute are rounded up to the next six-second increment.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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## **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

- 3.1 Local Exchange Service (Continued)
  - 3.1.4 (Continued)
    - 3.1.4.1 Timing of Local Exchange Calls (Continued)
    - 3.1.4.2 Time Periods Defined

Peak: 8:00 a.m. to, but not including 5:00 p.m. - Monday through Friday

Off-Peak: 5:00 p.m. to, but not including 8:00 a.m. - Monday through Friday, all day Saturday and Sunday, and all Holidays.

Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

All times refer to local time.

## 3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.2.1 Each call to Directory Assistance will be charged as follows:

	Per Call	
	Maximum Rate Per	Call
AT&T Service Areas	\$1.25	\$2.50
Frontier Service Areas	\$0.40 (local)	\$0.80
	\$0.95 (national)	\$1.90

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
  - The Customer experiences poor transmission or is cut-off curing the call; or
  - The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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## SECTION 3 - SERVICE DESCRIPTIONS (Continued)

## 3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Rates applicable to the following services are:

<u>Third Number Billing</u>: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

<u>Person to Person</u>: Calls completed with the assistance of any operator to a particular Station and person specified by the Caller. The call may be billed to the called party.

Station to Station: Calls completed with assistance of an operator to a particular Station. The call may be billed to the called party.

<u>General Assistance</u>: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

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# **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

## 3.3 Operator Assistance (Continued)

3.3.1	Busy Line Verification and Interrupt Service: Service is currently not available.
	Busy Line Verification and Interrupt Service, which is furnished where and to the
	extent that facilities permit, provides the customer with the following options:

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:					
3.3.1.1	Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.				
3.3.1.2	Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.				
3.3.1.3	Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:				
3.3.1.3.1	The operator verifies that the line is busy with a call in progress.				
3.3.1.3.2	The operator verifies that the line is available for incoming calls.				
3.3.1.3.3	The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption, charges are set forth in Section 7.				

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# **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

## 3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules and respect thereto.
- 3.4.4 In order for listings to appear in an upcoming directory, the Customer furnish the listing to the Company in time to meet the directory publishing schedule.

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# **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

- 3.4 Directory Listings (Continued)
  - 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
    - Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
    - 3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of the Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.4.5.8.
    - 3.4.5.3 Non-published Listings: Listings that are not printed in directories or available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published listings are specified in Section 7.

- Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 7.
- 3.4.5.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

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#### SECTION 3 - SERVICE DESCRIPTIONS (Continued)

- 3.4 Directory Listings (Continued)
  - 3.4.5 (Continued)
    - 3.4.5.6 Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.
    - 3.4.5.7 Reference Listings: A listing including additional telephone numbers of the same or another customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 7.
    - 3.4.5.8 Recurring Charges: Monthly Recurring Charges associated with Directory Listings are set forth in rate schedule attachments.
- 3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 7 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may be assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. Rates are set forth in Section 7.

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# SECTION 3 - SERVICE DESCRIPTIONS (Continued)

- 3.8 Relay South Carolina 711: This free service connects people using a TTY (text telephone) who are deaf, hard-of-hearing or speech disabled with a standard telephone. The relay operator (OPR) "relays" the conversation between the two. A Customer will be able to access the state provider(s) to complete such calls. Local relay calls placed from any telephone or a payphone are free. The user will be responsible for the long distance charges. A Customer will be able to access the state provider(s) to complete such calls.
- 3.9 Analog Integrated T- Service

Analog Integrated T-1 Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

## 3.9.1 Terms and Conditions

- (A) Integrated T-1 service is provided by dedicated T-1 circuits and includes up to
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non- returned or damaged equipment.

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# **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

# 3.10 Local Integrated T-1/PR1 Service

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

## 3.10.1 Terms and Conditions

- (A) Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.
- (E) Complimentary Features no charge

Advanced Call Forwarding
Call Forwarding
Call Transfer Caller Block
Caller ID Blocking
Find Me/Follow Me
Message Waiting Audible Indicator
Three Way Calling

Anonymous Call Rejection
Call Return
Call Waiting
Caller ID
Do Not Disturb
Hunting
Repeat Dialing
Toll Blocking

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#### **SECTION 3 - SERVICE DESCRIPTIONS (Continued)**

## 3.10 Local SIP Trunking Service

Local SIP Trunking Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services. Customer must have SIP enabled equipment to utilize this Local SIP Trunking Service option.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

#### 3.10.1 Terms and Conditions

- (A) Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

Advanced Call Forwarding
Call Forwarding
Call Transfer Caller Block
Caller ID Blocking
Find Me/Follow Me
Message Waiting Audible Indicator
Three Way Calling

Caller ID
Do Not Disturb
Hunting
Repeat Dialing

Call Return

Call Waiting

Anonymous Call Rejection

Toll Blocking

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## **SECTION 4 - PROMOTIONAL OFFERINGS**

4.1 Promotional Offerings: The Company may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made. These promotional offerings will be filed with the Commission at a minimum of 14 days prior to their effective date. Promotional offerings will be filed with the ORS and the Commission via transmittal letter as such offerings are temporary in nature.

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# SECTION 5 - INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS

Individual Case Base (ICB) Arrangements: Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All Individual Case Base Arrangements will be made available to the Commission and ORS upon request.

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# **SECTION 6 – RESERVED FOR FUTURE USE**

**ISSUE DATE:** 

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# **SECTION 7 – LOCAL EXCHANGE SERVICES**

## 7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching arid transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of AT&T local exchange services. The rates, terms and conditions set forth in this Section 7 are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in part, over its own facilities (OnNet). The rates, terms and conditions set forth in this Section 7 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this Section 7 are subject to change and may be changed by the Company pursuant to notice requirements established by the South Carolina Public Service Commission. The rates, terms and conditions set forth in this Section 7 are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of AT&T's local exchange services, in whole or in part, prior to the effective date hereof.

Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), the Company makes the following affirmation relating to the Company's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

#### 7.2 Standard Residence Local Exchange

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service tines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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## SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)

#### 7.2 Standard Residence Local Exchange (Continued)

#### 7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Services lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

### A. AT&T Service Areas

	Sei	vice Types	Service Types		
	Flat	Residential Area	Flat	Residential Area	
	Rate	Package <sup>1</sup>	Rate Maximum Rate	Package	
				Maximum Rate	
Rate Class 1	12.70	7.00	25.40	14.00	
Rate Class 2	13.15	7.00	26.30	14.00	
Rate Class 3	13.60	7.00	27.20	14.00	
Rate Class 4	14.05	7.00	28.10	14.00	
Rate Class 5	14.50	7.00	29.00	14.00	
Rate Class 6	14.95	7.00	29.90	14.00	
Rate Class 7	15.40	7.00	30.80	14.00	

## B. Frontier Service Areas

	Servic	e Types		
	Flat Rate	Measured Rate	Measured Rate with Block of Time <sup>2</sup>	Maximum Rate
Rate Group 1	14.46	14.46	23.00	28.92
Rate Group 2	16.40	16.40	23.00	32.80

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<sup>&</sup>lt;sup>1</sup> Usage rates apply as directed in Section 7.2.3 (B)

<sup>&</sup>lt;sup>2</sup> The block of time option will allow 30 hours of calling between applicable MEAS exchanges. Overtime charges shall be applicable for all calls occurring beyond the subscribed block of time.

# SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

#### 7.2 Standard Residence Local Exchange (Continued)

## 7.2.2 Other Monthly Recurring Charges

#### AT&T Service Areas

Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Residence Local exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Group	Hunting	Maximum
<u>-</u>	Per Line	Rate
Rate Class 1	6.85	13.70
Rate Class 2	7.08	14.16
Rate Class 3	7.30	14.60
Rate Class 4	7.53	15.06
Rate Class 5	7.75	15.50
Rate Class 6	7.98	15.96
Rate Class 7	8.20	16.40

## 7.2.3 Usage Sensitive Charges and Allowances

#### (A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

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# SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

- 7.2 Standard Residence Local Exchange (Continued)
  - 7.2.3 Usage Sensitive Charges and Allowances (Continued)
  - (B) Residential Area Package AT&T Service Areas

The following charges apply for customer dialed and operator handled local calls originated from a line equipped for Residential Area Package service.

Local usage in excess of allowances specified for the above packages will be billed in arrears. Usage is billed on a per call basis. Usage is billed in one (1) minute increments with partial minutes counting as one (1) full minute. Peak period rates apply from 8 AM to 5 PM Monday through Friday (excluding holidays), Off-Peak period rates apply to all other times.

Mileage Band	PE	PEAK OFF-PE		PEAK	PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Basic Service Area Extended Service Area	0.020 0.120	0.020 0.120	0.010 0.060	0.010 0.060	0.040 0.240	0.020 0.120

## Residential Usage Rates - Frontier Service Areas

Mileage Band	PE	AK	OFF-PEAK		PEAK MAXIMUM	OFF-PEAK MAXIMUM
	Initial	Add'l	Initial	Add'l	RATE	RATE
	Minute	Minute	Minute	Minute	Initial Minute	Add'l Minute
Serving Exchange	0.0120	0.0120	0.0120	0.0120	0.0240	0.0240
All Other Exchanges	0.0250	0.0250	0.0250	0.0250	0.0500	0.0500

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## SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)

## 7.2 Standard Residence Local Exchange (Continued)

## 7.2.4 Optional Calling Plans – Frontier Service Areas ONLY

## Residential Local Package Extra

#### A. Description

This service is only available to customers in the Frontier service areas. Residential Local Package Extra provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of up to ten or more of any or all the following calling features:

\*69 Distinctive Ring
Anonymous Call Block Do Not Disturb
Busy Redial Priority Call

Call Block Select Call Forwarding

Call Forwarding Speed Dialing 8
Call Waiting/ Cancel Call Speed Dialing 30

Waiting

Caller ID Three-Way Calling

Residential Local Package Extra is only available on flat-rated single-line residential service. Residential Local Package Extra is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

#### B. Rates

Monthly Recurring Charges

Individual Line, each Rate Maximum \$ 31.95 \$63.90

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

#### 7.2 Standard Residence Local Exchange (Continued)

#### 7.2.4 (Continued)

#### Residential Local Package

#### A. Description

This service is only available to customers in the Frontier service areas. Residential Local Package provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus the following calling features: Caller ID, Call Waiting & Three-Way Calling

Residential Local Package is only available on flat-rated single-line residential service. Residential Local Package is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

#### 7.2.5 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines may be found in Section 3.1.2.3.

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

## 7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided- Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas,

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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#### SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)

#### 7.3 Standard Business Local Exchange Service (Continued)

## 7.3.1 Monthly Recurring Charges

#### A. AT&T Service Areas

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	Flat Rate	Maximum Rate	Business Area Package <sup>1</sup>
Group 1	32.55	65.10	33.00
Group 2	34.25	68.50	33.00
Group 3	35.95	71.90	33.00
Group 4	37.65	75.30	33.00
Group 5	39.35	78.70	33.00
Group 6	41.05	82.10	33.00
Group 7	42.75	85.50	33.00

#### B. Frontier Service Areas

	Service Types			
	Flat Rate	Measured Rate	Maximum Rate	Measured Rate with Block of Time <sup>2</sup>
Rate Group 1	30.58	30.58	61.16	39.00
Rate Group 2	33.67	33.67	67.34	39.00

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<sup>&</sup>lt;sup>1</sup> Optional Calling Plan A calls will be billed based upon the measured rates found in Section 7.3.3.(C) of this tariff.

<sup>2</sup> The block of time option will allow 30 hours of calling between applicable MEAS exchanges. Overtime charges shall be applicable for all calls occurring beyond the subscribed block of time.

## SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)

## 7.3 Standard Business Local Exchange Service (Continued)

## 7.3.2 Other Monthly Recurring Charges

#### A. AT&T Service Areas

Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Group	Hunting Per Line	Maximum Rate
Rate Group 1	10.65	21.30
Rate Group 2	10.65	21.30
Rate Group 3	10.65	21.30
Rate Group 4	10.65	21.30
Rate Group 5	10.65	21.30
Rate Group 6	10.65	21.30
Rate Group 7	10.65	21.30

## 7.3.3 Usage Sensitive Charges and Allowances

## (A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

#### (B) Business Area Package

The following charges apply for customer dialed and operator handled local calls originated from a line equipped for Business Area Package service

Local usage in excess of allowances specified for the above packages will be billed in arrears. Usage is billed on a per call basis. Usage is billed in one (1) minute increments with partial minutes counting as one (1) full minute. Peak period rates apply from 8 AM to 5 PM Monday through Friday (excluding holidays), Off-Peak period rates apply to all other times.

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# SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

# 7.3 Standard Business Local Exchange Service (Continued)

# 7.3.3 Usage Sensitive Charges and Allowances (Continued)

AT&T Service Areas Only

Mileage Band	PE	PEAK OFF-PEAK		PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Basic Service Area	0.020	0.020	0.010	0.010	.0400	0.020
Extended Service Area	0.120	0.120	0.060	0.060	0.240	0.120

Frontier Service Areas Only

	I I OHILIOI	DCI VICE / II	<del></del>			
Mileage Band	PE	AK	OFF-PEAK		PEAK MAXIMUM RATE	OFF-PEAK MAXIMUM RATE
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
Serving Exchange	0.0120	0.0120	0.0120	0.0120	0.0240	0.0240
All Other Exchanges	0.0250	0.0250	0.0250	0.0250	0.0500	0.0500

# 7.3.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

	AT&T	Max Rate	Frontier	Max Rate
First Line	\$64.00	128.00	54.00	108.00
Each Additional Line <sup>1</sup>	\$64.00	128.00	54.00	108.00

<sup>&</sup>lt;sup>1</sup> Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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# SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

## 7.4 Directory Assistance and Directory Listings

#### 7.4.1 Directory Assistance

Local Directory Assistance	Per query
Direct dialed	\$1.99
Via operator	\$1.99

#### 7.4.2 Directory Listings

	<u>Business</u>
Additional Listing (per listing)	\$2.30
Non-Listed Number (per number)	\$3.50
Non-Published Number (per number)	\$5.50

## 7.5 Residence and Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time, Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunk's are available to Business and Residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit. Each PBX Trunk is provided with touch; one signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

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#### 7.5 Residence and Business PBX Trunk Service

#### 7.5.1 Frontier Service Areas

	Flat	Rate	Measured		Flat Rate Maximum Rate	Measured Maximum Rate
	Monthly	Non Recurring Charge	Monthly	Non Recurring Charge	Monthly	Non Recurring Charge
Rate Group 1, first	39.99	54.00	39.99	54.00	79.98	108.00
Each add'l line	31.21	n/a	31.21	n/a	62.42	n/a
Rate Group 2	39.99	54.00	39.99	54.00	79.98	108.00
Each add'l line	34.87	n/a	34.87	n/a	69.74	n/a

#### 7.5.2 AT&T Service Areas

	FLAT	RATE	FLAT I	RATE
	PBX <sup>1</sup>	DID	PBX Maximum Rate	DID
		Combination		Combination
				Maximum Rate
Group 1	38.58	77.16	77.16	154.32
Group 2	41.13	82.26	82.26	164.52
Group 3	43.68	87.36	87.36	174.72
Group 4	46.23	92.46	92.46	184.92
Group 5	48.78	97.56	97.56	195.12
Group 6	51.33	102.66	102.66	205.32
Group 7	53.88	107.76	107.76	215.52

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<sup>&</sup>lt;sup>1</sup> These rates are applicable for all Inbound, Outbound and Combined PBX Trunks as well as inbound only DID Trunks.

### 7.6 Advanced Services

## 7.6.1 Airespring, Inc. ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Airespring, Inc. ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

#### Recurring Charges

	Monthly Recurring Charge				
	12	24 Month	36 Months	Max	
	Months				
AT&T Area	\$2,000	\$1,800	\$1,600	\$2,400	
Frontier Area	\$2,000	\$1,800	\$1,600	\$2,400	

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#### Advanced Services (Continued) 7.6

Non-Recurring Charges

Order Supplement

Order Cancellation

AT&T

**Frontier** 

AT&T

Frontier

Charge<sup>2</sup>

Charge

Airespring, Inc. ISDN PRI Service with Unlimited Local Calling (Continued) 7.6.1

Non-Recurring Charge 24 Months 36 Months Max 12 Months AT&T Area \$2,000 \$900 \$800 \$1,000 Frontier Area \$2,000 \$800 \$1000 \$900 Per PRI **Expedite Service** Charge<sup>1</sup> \$500 AT&T \$250 \$500 **Frontier** \$250 Subsequent First

Change

\$200

\$200

Per PRI

\$500

\$500

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Change

\$150

\$150

\$400

\$400

\$1,000

\$1,000

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Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>&</sup>lt;sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

## 7.6 Advanced Services (Continued)

## 7.6.2 Airespring, Inc. Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Airespring, Inc. digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges

	Monthly Recurring Charge					
	12 Months	24 Month	36 Months	Max		
AT&T Area	\$2,000	\$1,800	\$1,600	\$2,400		
Frontier Area	\$2,000	\$1,800	\$1,600	\$2,400		

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#### Advanced Services (Continued) 7.6

## 7.6.2 (Continued)

Ion-Recurring Charge		Non-Recurring Charge					
	12 Months	24 Months	36 Months	Max			
AT&T Area							
	\$1,000	\$900	\$800	\$2,000			
Frontier Area							
	\$1000	\$900	\$800	\$2,000			
Expedite Service	Per PRI						
Charge	\$250		+	\$500			
AT&T Frontier	\$250			\$500			
Frontier	\$230		+				
Order Supplement	First		Subsequent				
Charge <sup>2</sup>	Change		Change				
AT&T	\$200		\$150	\$400			
Frontier	\$200		\$150	\$400			
Order Cancellation	Per PRI						
Charge							
AT&T	\$500			\$1,000			
Frontier	\$500			\$1,000			

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<sup>&</sup>lt;sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>&</sup>lt;sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

## 7.6 Advanced Services (Continued)

7.6.3 Airespring, Inc. ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

Airespring, Inc. ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge			
	12	Max		
	Months	Months		
AT&T Area	\$2,100	\$1,900	\$1,700	\$3,400
Frontier Area	\$2,100	\$1,900	\$1,700	\$3,400

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## 7.6 Advanced Services (Continued)

### 7.6.3 (Continued)

## Airespring, Inc. ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12	Max			
	Months	Months			
AT&T Area	\$2,200	\$2,000	\$1,800	\$3,600	
Frontier Area	\$2,200	\$2,000	\$1,800	\$3,600	

## Airespring, Inc. ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12 Months	24 Months	36 Months	Max	
AT&T Area	\$2,300	\$2,100	\$1,900	\$3,800	
Frontier Area	\$2,300	\$2,100	\$1,900	\$3,800	

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## 7.6 Advanced Services (Continued)

#### 7.6.3 (Continued)

# Airespring, Inc. ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge			
	12	24	36 Months	Max
	Months	Months		
AT&T Area	\$2,400	\$2,200	\$2,000	\$4,000
Frontier Area	\$2,400	\$2,200	\$2,000	\$4,000

# Airespring, Inc. ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12	Max			
	Months	Months			
AT&T Area	\$2,500	\$2,300	\$2,100	\$4,200	
Frontier Area	\$2,500	\$2,300	\$2,100	\$4,200	

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### 7.6 Advanced Services (Continued)

#### 7.6.3 (Continued)

# Airespring, Inc. ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12	24	36 Months M		
	Months	Months			
AT&T Area	\$2,750	\$2,550	\$2,350	\$4,700	
Frontier Area	\$2,750	\$2,550	\$2,350	\$4,700	

7.6.4. Airespring, Inc. Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a Airespring, Inc. digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

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#### 7.6 Advanced Services (Continued)

#### 7.6.3 (Continued)

The Airespring, Inc. Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

## Airespring, Inc. ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge					
	12 24 36 Months Max					
	Months	Months				
AT&T Area	\$2,100	\$1,900	\$1,700	\$3,400		
Frontier Area	\$2,100	\$1,900	\$1,700	\$3,400		

## Airespring, Inc. ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12	24	36 Months	Max	
	Months	Months			
AT&T Area	\$2,200	\$2,000	\$1,800	\$3,600	
Frontier Area	\$2,200	\$2,000	\$1,800	\$3,600	

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### 7.6 Advanced Services (Continued)

### 7.6.3 (Continued)

## Airespring, Inc. ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12 24		36 Months	Max	
	Months	Months			
AT&T Area	\$2,300	\$2,100	\$1,900	\$3,800	
Frontier Area	\$2,300	\$2,100	\$1,900	\$3,800	

## Airespring, Inc. ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12	24	36 Months	Max	
	Months	Months			
AT&T Area	\$2,400	\$2,200	\$2,000	\$4,000	
Frontier Area	\$2,400	\$2,200	\$2,000	\$4,000	

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### 7.6 Advanced Services (Continued)

#### 7.6.3 (Continued)

## Airespring, Inc. ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12 24		36 Months	Max	
	Months	Months	,		
AT&T Area	\$2,500	\$2,300	\$2,100	\$4,200	
Frontier Area	\$2,500	\$2,300	\$2,100	\$4,200	

# Airespring, Inc. ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute (maximum overage charge \$0.10 per minute).

	Monthly Recurring Charge				
	12 Months	24 Months	36 Months	Max	
AT&T Area	\$2,750	\$2,550	\$2,350	\$4,700	
Frontier Area	\$2,750	\$2,550	\$2,350	\$4,700	

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## 7.6 Advanced Services (Continued)

## 7.6.5 Airespring, Inc. ISDN BRI Service

Airespring, Inc. ISDN BRI (Basic Rate Interface) uses standard "twisted pair" cables and is nearly three times faster than a 56K dial up line. Airespring, Inc. ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

Monthly Recurring Charges

viontnly Recurring Charges	Monthly Recurring Charge I	Maximum Monthly Recurring Charge
ISDN Basic Exchange Digital Line, each	\$10.00	\$15.00
ISDN Basic Exchange Circuit Switched		
Voice First Line	n/a	
Second Line	\$2.00	\$4.00
ISDN Basic Exchange Circuit Switched Data, each	\$2.00	\$4.00
ISDN Basic Exchange Alternate Circuit Switched Voice/Data, each	\$2.00	\$4.00

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<sup>&</sup>lt;sup>1</sup> These ISDN BRI rates are a supplement to individual Message Rate Service.

## <u>SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)</u>

#### 7.6 Advanced Services (Continued)

7.6.6 Airespring, Inc. Digital Centrex Service

Airespring, Inc. Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

Monthly Recurring Charges

Contract Length	Monthly Recurring Charge	Monthly Recurring Charge Maximum Rates	
12 months – Assume Dial 9	26.61	53.22	
12 months	23.15	46.30	
24 months	21.05	42.10	
36 months	17.59	35.18	
60 months	16.51	33.02	
84 months	15.80	31.60	

NOTES FOR ALL: Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not included FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

#### 7.6 Advanced Services (Continued)

## 7.6.7. Direct Inward Dialing (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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Maximum

### LOCAL EXCHANGE SERVICE

## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

### 7.6 Advanced Services (Continued)

## 7.6.7 Direct Inward Dialing (DID) Service (Continued)

## Frontier Service Areas

	Monthly	Maximum
DID Numbers	Recurring	<u>Rates</u>
Block of 20 Numbers	\$10.00	\$20.00
Block of 100 Numbers	\$50.00	\$100.00
DID Trunk Termination	\$15.00	\$30.00
Non-Recurring Installation Fee	\$100.00	\$200.00

### **AT&T Service Areas**

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DID Numbers	Recurring	<u>Rates</u>
Block of first 20 numbers	\$5.00	\$10.00
Block of add'1 20 numbers	\$5.00	\$10.00
DID Trunk Termination	\$31.00	\$62.00
Automatic Intercept Service, Per Number	\$16.00	\$32.00
Referred		

Monthly

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## SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)

#### 7.7 Reserved For Future Use

## 7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses iii some cases.

## 7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

	AT&T Se	rvice Areas	Frontier Service Areas		AT&T Service Areas		Frontier Service Areas	
Optional Features	Residence	Business	Residence	Business	Residence Maximum Rate	Business Maximum Rate	Residence Maximum Rate	Business Maximum Rate
Three-Way Calling	0.90	0.90	0.75	0.75	1.80	1.80	1.50	1.50
Call Return	0.90	0.90	0.75	0.75	1.80	1.80	1.50	1.50
Repeat Dialing	0.90	0.90	0.75	0.75	1.80	1.80	1.50	1.50

## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

## 7.8 Optional Calling Features (Continued)

## 7.8.2 Features Offered on Monthly Basis

The following optional calling	features are offered to Customers on a monthly	basis.
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Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

## 7.8 Optional Calling Features (Continued)

## 7.8.2 Features Offered on Monthly Basis (Continued)

A. AT&T Service Areas

Optional Calling Feature	Residence	Business	Residence Maximum	Business Maximum
			Rate	Rate
Call Forwarding Variable	4.00	6.00	8.00	12.00
Call Forwarding Variable with Remote Access	6.50	8.00	13.00	16.00
Call Forwarding Don't Answer – Basic	1.50	2.95	3.00	5.90
Call Forwarding Don't' Answer with Ring Control	1.50	3.50	3.00	7.00
Call Forwarding Don't' Answer with Customer Control	4.00	7.00	8.00	14.00
Call Forwarding Busy Line – Basic	1.50	2.06	2.00	5.00
Call Forwarding Busy Line – Basic  Call Forwarding Busy Line w/Customer Control		2.95	3.00	5.90
Call Waiting – Basic	3.50	7.00	7.00	14.00
Call Waiting – Deluxe	4.50 6.50	7.00	9.00	14.00
Caller ID- Basic	5.00	n/a 11.00	13.00	n/a
Caller ID- Basic	5.00		10.00	22.00
Caller ID - Deluxe	7.95	11.00	10.00	22.00
Caller ID - Deluxe W/ ACR	7.95	11.00	15.90	22.00
Anonymous Call Rejection (ACR)		11.00	15.90	22.00
Call Block	3.00	4.00	6.00	8.00
Call Return	5.00	6.50	10.00	13.00
Call Tracing	5.00	6.50	10.00	13.00
Calling Number Delivery Blocking	5.00	6.50	10.00	13.00
(per line equipped)	3.50	n/a	7.00	n/a
Message Waiting Indication - Audible	0.50	0.50	1.00	2.00
Message Waiting Indication – Audible and Visual	0.50	0.50	1.00	2.00
Multiple Directory Number Distinctive Ringing - First DN	4.00	8.00	8.00	16.00
Multiple Directory Number Distinctive Ringing – Second DN	6.00	11.00	12.00	24.00
Preferred Call Forwarding	5.00	6.50	10.00	20.00
Repeat Dialing	5.00	6.50	10.00	20.00
Speed Dialing (30 codes)	5.00	5.00	10.00	20.00
Speed Dialing (8 codes)	4.50	5.00	9.00	18.00
Three Way Calling	5.00	6.50	10.00	20.00

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## **SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)**

7.8 Optional Calling Features (Contin	•			
7.8.2 Features Offered on Monthly Basis (Continued)Optional Calling Feature	Residence	Business	Residence Maximum Rate	Business Maximum Rate
Call Waiting	2 70	5.50	7.40	11.00
Call Waiting Cancel Call Waiting	3.70 1.00	5.50	7.40	11.00
Call Forwarding (Variable)	1.00	2.00	2.00	4.00
Standard	3.50	4.50	7.00	0.00
Multipath <sup>1</sup>	3.50	4.50 4.50	7.00 7.00	9.00
Speed Calling	3.30	4.50	7.00	9.00
8-Number	2.50	3.50	5.00	7.00
30-Number	3.50	5.00	7.00	10.00
Three-Way Calling	3.75	5.00	7.50 7.50	10.00
Distinctive Ring, each line	6.00	6.00	12.00	12.00
VIP Alert	3.00	4.00	6.00	8.00
Call Tracing	5.00	6.00	10.00	12.00
Complete Blocking	2.00	2.00	4.00	4.00
Toll Denial	2.75	4.75	5.50	9.50
Special Call Handling	25	5	3.50	7.50
Acceptance	3.00	4.00	6.00	8.00
Optional Calling Feature (Cont'd)	Residence	Business	Residence	Business
, , ,			Maximum	Maximum
			Rate	Rate
Automatic Busy Redial	5.00	6.00	10.00	12.00
Call Block	3.00	4.00	6.00	8.00
Anonymous Call Reject (ACR)	1.00	1.00	2.00	2.00
Caller ID Number with ACR	7.00	10.00	14.00	20.00
Caller ID Name & Number with ACR	7.95	11.50	15.90	23.00
Automatic Call Return	5.00	6.00	10.00	12.00
Non-Published Service	2.30	2.30	4.60	4.60
Non-Listed Service	2.30	2.30	4.60	4.60
Additional Listings, each	1.00	1.20	2.00	2.40
Per Use Local Features				-
Automatic Call Return	0.75	0.75	1.50	1.50
Busy Redial	0.75	0.75	1.50	1.50
Three-Way Calling	0.75	0.75	1.50	1.50

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<sup>&</sup>lt;sup>1</sup> Multipath is available only as an enhancement to Call Forwarding.

## SECTION 7 – LOCAL EXCHANGE SERVICES (Continued)

## 7.8 Optional Calling Features (Continued)

## 7.8.3 Multiple Feature Discounts – AT&T Service Areas Only

Customers may receive a per line discounts in the form of a credit on their bill based on the total number of features subscribed to for each line at the end of a given billing period.

Number of Features	Residence Discount	<b>Business Discount</b>
2	\$0.15	\$0.50
3	\$0.35	\$1.00
4	\$0.55	\$1.50
5	\$0.75	\$2.00
6	\$0.75	\$2.00
7	\$0.75	\$2.00
8	\$0.75	\$2.00
9	\$0.75	\$2.00

### 7.8.4 Multiple Feature Packages – Frontier Service Areas Only

A. Feature Package Option B

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling, \*69 & Call Block

	Maximum	
	Rate	
Residence Service Only\$ 9.00	\$18.00	

B. Feature Package Option A

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling, Speed Dailing-8, Distinctive Ring, Caller ID, Anonymous Call Block, Call Waiting ID<sup>1</sup>, Busy Redial, \*69, Call Block, Do Not Disturb, Select Call Forwarding, & Priority Call

	Maximum
	Rate
Residence Service Only\$16.00	\$32.00

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

- 7.8 Optional Calling Features (Continued)
  - 7.8.4 Multiple Feature Packages Frontier Service Areas Only (Continued)
    - C. Business Feature Choice Local Feature Package
      - 1. Business Feature Choice service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.
      - 2. The following services are available for the Business Feature Choice offering:

Busy Redial

\*69

Call Block

Call Forwarding

Call Forwarding

Call Waiting/Cancel Call Waiting

Caller ID

Caller ID - Number Only

Do Not Disturb

Select Call Forwarding

Speed Dialing 8

Speed Dialing 30

Three-Way Calling

Priority Call

Distinctive Ring

3. The following discount applies when a customer subscribes to three or more qualifying company calling services:

**Business Service 30 % Discount** 

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

## 7.9 Analog Integrated T-1 Service

## 7.9.1 Complimentary Features - no charge

Advanced Call Forwarding
Call Forwarding
Call Return
Call Transfer Caller Block
Caller ID Blocking
Caller ID
Find Me/Follow Me
Message Waiting Audible Indicator
Three Way Calling
Anonymous Call Rejection
Call Return
Call Waiting
Caller ID
Do Not Disturb
Hunting
Repeat Dialing
Toll Blocking

7.9.2 Installation Fees

Installation Fee 2 Year Term

\$250.00

7.9.3 Monthly Service Fee (includes up to 24 voice channels)

Initial	Star	tewide
Pricing	Monthly	2 Year
Tier	NA	Term
1.5 Mbps	NA	\$220
3.0 Mbps	N/A	\$460
4.5 Mbps		\$630

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

	Statewide
Pricing Tier	2 Year Term
1.5 Mbps	\$10
3.0 Mbps	\$10
4.5 Mbps	\$10

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

## 7.10 Local Integrated T-1/PRI Service

7.10.1 Complimentary Features - no charge

Advanced Call Forwarding

Call Forwarding

Call Return

Call Transfer Caller Block

Caller ID Blocking

Find Me/Follow Me

Message Waiting Audible Indicator

Three Way Calling

Anonymous Call Rejection

Call Return

Call Waiting

Caller ID

Do Not Disturb

Hunting

Repeat Dialing

Toll Blocking

7.10.2 Installation Fees

Installation Fee 2 Year Term

\$250.00

7.10.3 Monthly Service Fee (includes up to 24 voice channels)

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Pricing Tier	Monthly	2 Year Term
1.5 Mbps	N/A <sup>*</sup>	\$240
3.0 Mbps	NA	\$525
4.5 Mbps	N/A	\$725

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide 2 Year Term
1.5 Mbps	\$10
3.0 Mbps	\$10
4.5 Mbps	\$10

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

7.10 Local Integrated T-1/PRI Service (Continued)

7.10.4 DID Service Options

Base Zone		Additional Rate Ctr		
Blocks	NRC	Monthly	NRC	Monthly
20 DIDs	\$10	<b>\$</b> 10	\$50	<b>\$</b> 25
50 DIDs	\$25	<b>\$</b> 25	\$125	\$50
10 DIDs	\$50	\$25	\$250	\$100

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

#### 7.11 Local SIP Trunking Service

#### 7.11.1 Complimentary Features – no charge

Advanced Call Forwarding Call Forwarding Call Transfer Caller Block Caller ID Blocking Find Me/Follow Me

Message Waiting Audible Indicator

Three Way Calling

**Anonymous Call Rejection** 

Call Return Call Waiting Caller ID Do Not Disturb

Hunting

Repeat Dialing **Toll Blocking** 

#### 7.11.2 Installation Fees

Installation Fee 2 Year Term

\$250.00

## 7.11.3 Monthly Service Fee (includes up to 24 voice channels)

	Stat	ewide
Pricing	Monthly	2 Year Term
Tier	NA	<b>\$199</b>
1.5 Mbps	NA	\$379
3.0 Mbps	NA	<b>\$</b> 549
4.5 Mbps	NA	\$689
6.0 Mbps	N/A	\$969
7.5 Mbps	NA	\$1,110
9.0 Mbps	NA	\$1,229
10.5 Mbps	N/A	\$1,399
12.0 Mbps		•

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Statewide

**Pricing Tier** All

2 year Term

\$10

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## SECTION 7 - LOCAL EXCHANGE SERVICES (Continued)

7.11 Local SIP Trunking Service, (Continued)

7.11.4 DID Service Options

	Statewide		Additional Rate Ctr.	
Blocks	NRC	Monthly	NRC	Monthly
20 DIDs	<b>\$</b> 50	<b>\$</b> 25	\$50	\$25
50 DIDs	\$125	\$50	\$125	\$50
10 DIDs	\$250	\$100	\$250	\$100

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